



City of Marshall
Fire Department
P.O. Box 698
Marshall, Texas 75671
903-935-4580 / FAX 903-935-3568

REGINALD K. COOPER, EFO FIRE CHIEF

December 08, 2016

Marshall City Manager
Marshall City Commission
City of Marshall
401 S. Alamo St.
Marshall, Texas 75670

Dear City Manager and Commissioners:

The Marshall Fire Department respectfully requests consideration to approve contracts for Ambulance/Rescue services with ESD 2, ESD 3, ESD 4, ESD 6 and ESD 9. These contracts have been approved by each of the above listed ESD's.

Each of the contracts is for one year and will be renegotiated in 2017 following three years of data collected.

Each contract amount will remain the same. ESD 2 shall be liable to the City of Marshall for the sum of \$14,000, ESD 3 \$49,000, ESD 4 \$35,000, ESD 6 \$14,000 and ESD 9 \$14,000. Each payment is due, payable on or before January 15, 2017 to cover the period of January 1, 2017 to December 31, 2017. The total sum for the 2017 ESD contracts is \$126,000.

Sincerely,

A handwritten signature in black ink, appearing to be "Reginald K. Cooper".

Chief Reginald K. Cooper, EFO

AGREEMENT FOR EMERGENCY MEDICAL SERVICES
FOR 2017 BETWEEN THE CITY OF MARSHALL AND EMERGENCY SERVICE
DISTRICT No. 9

THE STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is made and entered into on the ___ day of _____, 2016 and shall have an effective date of January 1, 2017, by and between the City of Marshall, Texas, a municipal corporation, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Emergency Service District 9, and acting by and through its Authorized Officer or Agent, hereinafter called "ESD", upon the terms, provisions and conditions set forth below:

SECTION ONE
AMBULANCE/RESCUE SERVICE

- 1.1 The City of Marshall agrees that if it is notified of any individual that needs ambulance or rescue service, outside the corporate limits of the city, but within the limits of the geographic boundaries of ESD 9, that it will furnish such ambulance or rescue equipment and personnel as is available and as it deems necessary to such outlying areas for a period of one year beginning January 1, 2017 and ending December 31, 2017, upon the terms, conditions and provisions set forth in this section.
- 1.2 ESD 9 agrees that while engaged in medical/rescue response, ESD 9 will carry out its First Responder Protocol in conjunction and coordination with the City of Marshall through its representatives. ESD 9 will be responsible for all actions of ESD 9 first responders.
- 1.3 It is expressly agreed and understood by and between the parties hereto that the ambulance or rescue service agreed to be furnished by the City of Marshall to the area served by ESD 9 is subordinate and secondary to the best interest of the citizens of the City of Marshall.
- 1.4 The parties hereto stipulate and agree that if the City of Marshall, for any reason fails to furnish personnel and/or equipment for ambulance or rescue service in the area serviced by ESD 9, although notified of the need of such service, the City of Marshall shall not be liable in damages or otherwise for the failure to furnish such services; and ESD 9 enters into this agreement acknowledging that the City is without any such liability and that the City accepts no such responsibility.
- 1.5 The City of Marshall will maintain an itemized monthly report reflecting the ambulance or rescue runs made during each preceding month in ESD 9, and shall furnish such list to ESD 9 within thirty (30) days after the end of each quarter.
- 1.6 The City of Marshall will provide up to ten (10) hours of Emergency Medical Service education through its EMS Department to any member or employee of ESD 9 upon written request and subject to the availability of an instructor. In the event a member or employee of

ESD 9 has reached this maximum number of hours, he or she may participate in any additional EMS training or education in the event the City of Marshall is offering and room is available.

1.7 The rate schedule for ambulance and rescue service, as approved by the Marshall City Commission shall govern the charges for ambulance and rescue services provided by the City of Marshall. A copy of the rate schedule is available upon request by ESD 9. ESD 9 recognizes that it may contract for ambulance and rescue services in the area serviced by ESD 9, and has chosen to contract with the City of Marshall to provide such services, ESD 9 shall be liable to the City of Marshall for the sum of \$14,000.00, payable on or before January 15, 2017, said payment to cover the period of January 1, 2017 to December 31, 2017; all payments under this Agreement shall be set aside as dedicated funds to be used by the City of Marshall strictly for emergency medical supplies, equipment or capital assets and ESD 9 shall not be obligated to reimburse any other monies for charges associated with ambulance and rescue services provided by the City in the area serviced by ESD 9. For the services provided, the City of Marshall shall invoice the individual patients(s); or insurance providers directly for the ambulance and rescue services provided in accordance with the rate schedule as approved by the City of Marshall and receive all amounts collected from said patients. The City of Marshall reserves the exclusive right and privilege to set the schedule of charges for the City's ambulance and rescue services within its corporate limits and within the area serviced by ESD 9. To the extent any rescue equipment owned by ESD 9 is used in any rescue service, the ESD 9 does not waive its rights to seek reimbursement from the responsible party and/or insurance for said use.

SECTION TWO TERMINATION

2.1 It is understood and agreed by and between the City of Marshall and ESD 9 that either party to this agreement shall have the right to cancel this agreement on the 1st day of each month during the term covered by this contract, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same. If cancelled by the City, the ESD is entitled to a pro-rata reimbursement of the monies paid to the City pursuant to this agreement.

SECTION THREE MISCELLANEOUS

3.1 This Agreement contains the entire agreement between the parties concerning the subject matter hereof and may not be modified or amended except in writing and signed by the parties.

3.2 This Agreement has been drafted by the parties and both parties have been represented by legal counsel in its execution. Therefore, each party is relying on its legal counsel in connection with the drafting and execution hereof.

3.3 This Agreement is performable in Harrison County, Texas and any dispute arising hereunder shall be determined in the Court of appropriate jurisdiction in Harrison County, Texas.

3.4 In the event that either party believes that the other party is in default of any portion of this Agreement, said party shall give notice of default to the other party and the other party shall have ten (10) days to cure asserted default.

3.5 Each of the parties hereby agrees to cooperate with each other to allow the performance of the actions set forth herein.

WITNESS THE EXECUTION HEREOF, in duplicate, this ____ day of _____, 2016.

CITY OF MARSHALL

BY: _____
Lisa Agnor, City Manager

ESD 9

BY:  _____
Authorized Agent